

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE)	
)	
Gary L. Fleming, Sr.,)	Case No. 19-20486 TPA
)	
Debtor)	Chapter 11
)	Related to Docket No. 92
)	
Gary L. Fleming, Sr.,)	
)	
Movant)	
)	
Vs.)	
)	
Ray Pronto, Farmer's National Bank,)	
KeyBank, N.A., Quaker Valley School)	
District, Borough of Sewickley,)	
County of Allegheny,)	
)	
Respondents)	

ORDER CONFIRMING SALE OF PROPERTY
FREE AND DIVESTED OF LIENS

AND NOW, this _____, on consideration of the Debtor's Motion for Sale of Property Free and Divested of Liens, filed at Document No. 92, to Ray Pronto, 202 Freedom Lane, Sewickley, PA 15143 for \$589,500.00, after hearing held in Courtroom C, 54th Floor, 600 Grant Street, Pittsburgh, PA, this date, the Court finds:

(1) That service of the *Notice of Hearing* and *Order* setting hearing on said *Motion* for private sale of real property free and divested of liens of the above-named Respondents, was effected on the following secured creditors whose liens are recited in said Motion for Private sale, viz:

<u>DATE OF SERVICE</u>	<u>NAME OF LIENOR AND SECURITY</u>
July 17, 2019	Farmer's National Bank 612 Main Street Emlenton, PA 16373 Bankruptcy Claim No. 9-1 for \$432,289.88
July 17, 2019	Key Bank, N.A. 4910 Tiedman Road Brooklyn, OH 44144 Bankruptcy Claim No. 3-1 for \$70,801.03

July 17, 2019 **Borough of Sewickley**
 c/o Jeffrey Hunt, Esq.
 437 Grant Street, 14th Floor
 Frick Building
 Pittsburgh, PA 15219
 Bankruptcy Claim No. 16-1 for \$4,037.17

July 17, 2019 **Quaker Valley School District**
 c/o Jeffrey Hunt, Esq.
 437 Grant Street, 14th Floor
 Frick Building
 Pittsburgh, PA 15219
 Bankruptcy Claim No. 17-1 for \$11,941.11

July 17, 2019 **County of Allegheny**
 c/o Jeffrey Hunt, Esq.
 437 Grant Street, 14th Floor
 Frick Building
 Pittsburgh, PA 15219
 Bankruptcy Claim No. 19-1 for \$5,333.53

(2) That sufficient general notice of said hearing and sale, together with the confirmation hearing thereon, was given to the creditors and parties in interest by the moving party as shown by the certificate of serviced duly filed and that the named parties were duly served with the Motion.

(3) That said sale hearing was duly advertised on the Court's website pursuant to *W.PA LBR 6004-1(c)(2)* on July 17, 2019, in the Allegheny County Legal Journal on July 24, 2019, and in the Pittsburgh Post-Gazette on July 24, 2019, as shown by the Proof of Publications duly filed.

(4) That at the sale hearing the highest/best offer received was that of the above Purchaser and no objections to the sale were made which would result in cancellation of said sale.

(5) That the price of \$589,500.00 by Ray Pronto, 202 Freedom Lane, Sewickley, PA 15143 was a full and fair price for the property in question.

(6) That the Purchaser has acted in good faith with respect to the within sale in accordance with *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F2d.143 (*3d Cir. 1986).

Now therefore, **IT IS ORDERED, ADJUDGED AND DECREED**, that the sale by Special Warranty deed of the of the real property described as 520 Thorn Street, Sewickley, PA 15143 is hereby **CONFIRMED** to Roy Pronto for \$589,500.00, free and divested of the above recited liens and claims, and, that the Movant is authorized to make, execute and deliver to the Buyer above named the necessary deed and/or other documents required to transfer title to the property purchased upon compliance with the terms of sale;

IT IS FURTHER ORDERED, that the above recited liens and claims, be, and they hereby, are, transferred to the proceeds of sale, if and to the extent they may be determined to be valid liens against the sold property, that the within decreed sale shall be free, clear and divested of said liens and claims;

FURTHER ORDERED, that the following expenses/costs shall immediately be paid at the time of closing. ***Failure of the closing agent to timely make and forward the disbursements required by this Order will subject the closing agent to monetary sanctions,*** including among other things, a fine or the imposition of damages, after notice and hearing, for failure to comply with the above terms of this *Order*. Except as to the distribution specifically authorized herein, all remaining funds shall be held by Counsel for Movant pending further Order of this Court after notice and hearing.

- (1) The following liens(s)/claim(s) and amounts; Farmer's National Bank in the approximate of \$431,289.88 and Key Bank, N.A. in the approximate amount of \$70,801.03. Final payoff amounts to be determined at closing based on payoffs obtained by the closing agent.
- (2) Delinquent real estate taxes;
- (3) Current real estate taxes, pro-rated to the date of closing;
- (4) Any normal and necessary closing costs related to the sale of real property;
- (5) The costs of local newspaper advertising in the amount of \$299.00 payable to Steidl & Steinberg, P.C. 707 Grant Street, Gulf Tower-Suite 2830, Pittsburgh, PA 15219;
- (6) The costs of legal journal advertising in the amount of \$217.50 payable to Steidl & Steinberg, P.C. 707 Grant Street, Gulf Tower-Suite 2830, Pittsburgh, PA 15219;
- (7) The Court filing fee of \$181.00 payable to Steidl & Steinberg, P.C. 707 Grant Street, Gulf Tower-Suite 2830, Pittsburgh, PA 15219;
- (8) The Court approved realtor commission in the amount of \$35,370.00;
- (9) Court approved attorney fees in the amount of \$2,880.00 payable to Steidl & Steinberg, P.C. 707 Grant Street, Gulf Tower-Suite 2830, Pittsburgh, PA 15219;
- (10) Payment of Debtor's exemption taken under 11 U.S.C. Section 522(d)(1) in the amount of \$11,837.00 to be paid directly to the Debtor at closing;
- (11) The balance of the funds realized from the within sale shall be sent to Steidl & Steinberg, P.C. 707 Grant Street, Gulf Tower-Suite 2830, Pittsburgh, PA 15219 and held by the Attorney for the Movant until further Order of Court, after notice and hearing; and,
- (12) Other:_____.

FURTHER ORDERED that:

- (1) ***Within seven (7) days of the date of this Order,*** the Movant shall serve a copy of the within *Order* on each Respondent/Defendant (i.e., each party against whom relief is sought) and its attorney of record, if any, upon any attorney or party who answered the motion or appeared at the hearing, the attorney of the Debtor, the Closing Agent, the Purchaser, and the attorney for the Purchaser, if any, and file a certificate of service.
- (2) ***Closing shall occur within sixty (60) days of this Order.***

- (3) *Within seven (7) days following closing*, the Movants/Plaintiffs shall file a *Report of Sale* which shall include a copy of the HUD-1 or other Settlement Statement; and,
- (4) This *Sale Confirmation Order* survives any dismissal or conversion of the within case.

Honorable Thomas P. Agresti
United States Bankruptcy Judge